

COMPARED

Overbury, Prov., Wm. W. W.

237333 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. M. Swayze, a single man, and E. Gail Swayze, a single man of Tulsa County, Oklahoma, part 23 of the first part, have Y.S mortgaged and hereby mortgage to C. E. Campbell of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Fifty five (55) feet of Lot Twelve (12) in block Eighteen (18) of the Orcutt Addition to the city of Tulsa Oklahoma, according to the recorded amended plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2.88 and issued Receipt No. 10974 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of Aug, 1923.

W. W. Stucky, County Treasurer

P. B.

Deputy

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

Thirty Five Hundred and Fifty one & 20/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable maturity of each note from date according to the terms of 48 certain promissory note S described as follows, to-wit:

46 notes of \$75.00 each, first note due September 3rd, 1923, and a note on the 3rd day of each and every month thereafter until all have been paid.
One note of \$50.00 due July 3rd, 1927.
One note of \$51.20 due in six months from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed upon the premises, and to insure, and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second parties shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of \$25.00 & 10% of the amount remaining unpaid. DOLLARS which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 3rd day of August, 1923.

L. M. Swayze

SEAL

E. Gail Swayze

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 19 23, a Notary Public in and for said County and State on this 3rd day of August, 1923, personally appeared

L. M. Swayze, a single man

and E. Gail Swayze, a single man

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires August 19th, 1926. (Seal)

Harry L. Jenkins,

Notary Public

I hereby certify that this instrument was filed for record in my office on 4 day of August A. D., 19 23 at 9:10 o'clock A. M., Book 439, Page 411

By Brady Brown, Deputy. (Seal)

U. G. Weaver,

County Clerk